

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 22	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91248-04-Q-0074	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KEVIN J. DAY				b. TELEPHONE NUMBER (No Collect Calls) 270 798-7854	
9. ISSUED BY DIRECTORATE OF CONTRACTING ACA, FORT CAMPBELL BLDG 2174 13 1/2 ST FORT CAMPBELL KY 42223-1100 TEL: FAX:		CODE W91248		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 339992 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO 101ST DIVISION BAND SSG BERNHARD P. YUTESLER BUILDING 3202 INDIANA AVENUE FORT CAMPBELL KY 42223 TEL: 270-798-2203 FAX:		CODE W809AB		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 22
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	WILLSON DOUBLE FRENCH HORN FFP MODEL CS250 GEYER MODEL. MANUFACTOR: WILLSON. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ENGLEBERT SCHMID FRENCH HORN ES1 FFP MODEL ES1 FULL DOUBLE HORN WITH WATER KEY (ESO-WK) AND BELL FLARE IN YELLOW BRASS MED. MANUFACTOR: ENGLEBERT SCHMID. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	KEYBOARD, YAMAHA FFP MODEL MOTIF ES8 88-KEY SYNTHESISER.. MANUFACTOR: YAMAHA. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	KEYBOARD, KORG FFP MODEL: TRITON STUDIO 76-KEY SYNTHESISER WITH CDR. MANUFACTOR: KORG. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	KEYBOARD AMP FFP MODEL: KB1015 1000W . MANUFACTOR: CARVIN. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	KEYBOARD AMP FFP MODEL: KB1010 1000W . MANUFACTOR: CARVIN. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BASS TROMBONE FFP MODEL: 3062AF CUSTOM BASS. MANUFACTOR: GETZEN. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	BASS TROMBONE FFP MODEL: 50T3 STRADIVARIUS PROFESSIONAL BASS TROMBONE . MANUFACTOR: BACH. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	HANDSLIDE FFP MODEL: 999 FOR GETZEN TROMBONE MODEL 998 . MANUFACTOR: GETZEN. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	2	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	GUITAR FFP GIBSON MODEL: LES PAUL, STANDARD 60'S NECK . MANUFACTOR: GIBSON PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	KEN SMITH ELECTRIC BASS FFP MODEL: BSR5GN, FLAMED CLARO WALNUT W/AVODIRE CORE . MANUFACTOR: KEN SMITH PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	BASS AMPLIFIER FFP MODEL: SM-900 . MANUFACTOR: SWR PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	BASS AMPLIFIER FFP MODEL: SUPER REDHEAD . MANUFACTOR: SWR PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	BASS CABINET FFP MODEL: GOLIATH SENIOR . MANUFACTOR: SWR PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	DOUBLE BASS FFP MODEL: TIGER KING SUNBURST . MANUFACTOR: KING. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	FRENCH HORN FFP MODEL: 23 (DOUBLE, GEYER-STYLE WRAP, LARGE BORE, YELLOW BRASS, DOUBLE LACQUER (PXO-LD), W/TITANIUM ROTORS AND FLAT CASE FOR SCREW BELL HORN (CAPAXFC). MANUFACTOR: PAXMAN. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	DRUM KIT FFP MODEL: CUSTOM DEEP BLUE MARBLE DRUM SET. MANUFACTOR: SPAUN. KIT INCLUDES 10" DIA X 8" (ITEM 515), 12" DIA X 9" (ITEM 545) AND 14" DIA X 12" (ITEM 625) RACK TOMS; 16" DIA X 14" (ITEM 795) FLOOR TOM; 14" DIA X 6" (ITEM 525) SNARE DRUM; AND 20" DIA X 18" (ITEM 1195) KICK DRUM. BLACK HARDWARE (ITEM 95). PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	OBOE F LOREE AK MODEL OBOE FFP MODEL: AK WITH INTERCHANGABLE TOP JOINTS 1 DEL RIN AND 1 WOOD . MANUFACTOR: LOREE. PURCHASE REQUEST NUMBER: W34DDC-4146-0002	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	MIRAPHONE MODEL 1291 BBb TUBA FFP FIVE VALVE THUMB OPERATED. LACQUERED YELLOW BRASS FINISH. MODEL NO.: 1291 5V. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	4	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	HAYNES HANDMADE FRENCH FLUTE, .014 WALL FFP THICKNESS (THINWALL) 14K GOLD RISER; MODEL NO.: HAHFB. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	ALTUS FLUTE MODEL 1207 FFP INLINE G, FRENCH KEYS, STERLING SILVER HEAD, BODY & KEYS, MODEL NO.: AL1207RB. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	YANAGISAWA B-9930 BARITONE SAXOPHONE FFP "SILVER SERIES" MODEL NO.: YNB9930. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	1	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	YANAGISAWA A-9930 ALTO SAXOPHONE FFP "SIVER SERIES" MODEL NO.: YNA9930. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	GETZEN ETERNA VALVE TROMBONE FFP MODEL NO.: GT 998. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	2	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	GETZEN TROMBONE 3047AF FFP CUSTOM TENOR TROMBONE, MODEL NO.: GT 3047. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	3	Each		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	YAMAHA AL FOSTER SIG. HIPGIG WHITE FFP AL FOSTER SIGNATURE HIPGIG SR. DRUM SET; INCLUDES A 18 X 22 BASS DRUM; 12 X 6 1/2 AND 14 X 8 1/2 TOMS; AND A 13 X 5 SNARE DRUM; AND INCLUDES ALL HARDWARE. COLOR: WHITE MARINE PEARL. MODEL NO.: YHG8T46ALWMP. PURCHASE REQUEST NUMBER: W34DDC-4146-0004	1	Each		

 NET AMT

FOB: Destination

TOTAL ITEMS 0001 – 0026 \$ _____

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government

0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	24-AUG-2004	1	101ST DIVISION BAND SSG BERNHARD P. YUTESLER BUILDING 3202 INDIANA AVENUE FORT CAMPBELL KY 42223 270-798-2203 FOB: Destination	W809AB
0002	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0003	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0004	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0005	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0006	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0007	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0008	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0009	24-AUG-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0010	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB

0011	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0012	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0013	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0014	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0015	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0016	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0017	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0018	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0019	24-AUG-2004	4	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0020	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0021	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0022	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0023	24-AUG-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0024	24-AUG-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0025	24-AUG-2004	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB
0026	24-AUG-2004	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W809AB

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[<http://www.arnet.gov/far/>; <http://farsite.hill.af.mil/>]

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	MAY 2004

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

- ☐ (iii) Alternate II (MAR 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUMADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS

The following contract terms and conditions, and/or changes are hereby incorporated and made a part of this contract:

1. Changes to FAR clause, 52.212-4, Contract Terms and Conditions – Commercial Items:

a. Paragraph (g): add “SUBMISSION OF INVOICES: When DFAS-Rome is the designated agency paying office, submit invoices in electronic form through the Wide Area Workflow Receipt and Acceptance (WAWF-RA), <https://rmb.ogden.disa.mil> or Web Invoicing System (WinS) <https://ecweb.dfas.mil>. Rome’s POC is Diane Morczek, (315) 330-6880, DSN 220-6880, e-mail diane.morczek@dfas.mil.

b. Paragraph (o): add, “ADDITIONALLY, THE GOVERNMENT WILL ACCEPT THE OFFEROR’S STANDARD COMMERCIAL WARRANTY.”

NOTE 1: A completed copy of FAR 52.212-3, REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS will be required upon notification that the contractor has been awarded the purchase order.

NOTE 2: REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004)

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

NOTE 3: NAICS CODE: 339992, Small Business Size Standard is 500 employees

TAX ID:

DUNS:

REMIT TO: SAME AS BLOCK 17a

DIRECTORATE OF CONTRACTING WEB ADDRESS:

www.campbell-doc.army.mil

Directorate of Contracting POC: Kevin Day, (270) 798-7854

Government POC for **Delivery Coordination and Receiving Reports:**

PERIOD OF PERFORMANCE: DELIVERY SHALL BE NOT LATER 21 CALENDAR DAYS AFTER RECEIPT OF ORDER.

252.232-7003 Electronic Submission of Payment Requests (JAN 2004)

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

NOTE: To obtain the status of a payment, whether the receiver or invoice is in CAPS-W and if the payment is set for payment, vendors, budget personnel, and receiving activities may check VPIS by going to non-Mocas system, then query by contract number at the following web site.

<http://www.dfas.mil/money/vendor/>